

MAR 9 2005

MARY L.M. MORAN
CLERK OF COURT

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7
8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE DISTRICT OF GUAM

10 FRANCISCO QUITUGUA,

11 Plaintiff,

12 vs.

13 UNITED STATES OF AMERICA,

14 Defendant.
15

CIVIL CASE NO. 04-00040

16 **STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE**
17 **OF FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**
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19 It is hereby stipulated by and between the undersigned plaintiff (meaning any
20 person, other than the defendant, signing this agreement, whether or not a party to this
21 civil action) and the United States of America, by and through their respective attorneys,
22 as follows:

23 1. The parties do hereby agree to settle and compromise each and every claim
24 of any kind, whether known or unknown, arising directly or indirectly from the acts or
25 omissions that gave rise to the above-captioned action under the terms and conditions set
26 forth in this Settlement Agreement.

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1 2. The United States of America agrees to pay the sum of \$5,000.00, which
2 sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and
3 causes of action of whatsoever kind and nature, arising from, and by reason of any and all
4 known and unknown, foreseen and unforeseen bodily and personal injuries, damage to
5 property and the consequences thereof, resulting, and to result, from the subject matter of
6 this settlement, including any claims for wrongful death, for which plaintiffs, or their
7 guardians, heirs, executors, administrators, or assigns, and each of them, now have or may
8 hereafter acquire against the United States of America, its agents, servants, and employees.

9 3. Plaintiffs and their guardians, heirs, executors, administrators or assigns
10 hereby agree to accept the sums set forth in this Stipulation of Compromise Settlement in
11 full settlement and satisfaction of any and all claims, demands, rights, and causes of action
12 of whatsoever kind and nature, including claims for wrongful death, arising from, and by
13 reason of any and all known and unknown, foreseen and unforeseen bodily and personal
14 injuries, damage to property and the consequences thereof which they may have or
15 hereafter acquire against the United States of America, its agents, servants and employees
16 on account of the same subject matter that gave rise to the above-caption, including any
17 future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and
18 whether for compensatory or exemplary damages. Plaintiffs and their guardians, heirs,
19 executors, administrators or assigns further agree to reimburse, indemnify and hold
20 harmless the United States of America, its agents, servants, and employees from and
21 against any and all such causes of actions, claims, liens, rights, or subrogated or
22 contribution interests incident to or resulting from further litigation or the prosecution of
23 claims by plaintiffs or their guardians, heirs, executors, administrators or assigns against
24 any third party or against the United States, including claims for wrongful death.

25 4. This stipulation for compromise settlement is not, is in no way intended to
26 be, and should not be construed as, an admission of liability or fault on the part of the
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United States, its agents, servants, or employees, and it is specifically denied that they are liable to the plaintiffs. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorney's fees owed by the plaintiffs will be paid out of the settlement amount and not in addition thereto.

6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorney's fees for services rendered in connection with this action shall not exceed 25 per centum of the amount of the compromise settlement.

7. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event any plaintiff is a minor or a legally incompetent adult, the plaintiffs must obtain Court approval of the settlement at their expense. Plaintiffs further agree that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event plaintiffs fail to obtain such Court approval, the entire Stipulation For Compromise Settlement And Release and the compromise settlement are null and void.

8. Payment of the settlement amount will be made by government wire transfer as per the following:

- A. Name of Bank: Bank of Hawaii
- B. Street Address of Bank: Marine Corps Drive
- C. City, State and Zip Code of Bank: Hagatna, Guam 96910
- D. Federal Reserve Number: 1014501/1214
- E. Routing Number: 121405018
- F. Name of Account: Attorney Client Trust Acct.

1 G. Account Number: 0031-403677

2 Plaintiffs' attorney agrees to distribute the settlement proceeds to the plaintiffs, and
3 to obtain a dismissal of the above-captioned action with prejudice, with each party bearing
4 its own fees, costs, and expenses.

5 9. The Parties agree that this Stipulation for Compromise Settlement and
6 Release, including all the terms and conditions of this compromise settlement and any
7 additional agreements relating thereto, may be made public in their entirety, and the
8 plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

9 10. It is contemplated that this Stipulation may be executed in several counterparts,
10 with a separate signature page of each party. All such counterparts and signature pages,
11 together, shall be deemed to be one document.

12 EXECUTED THIS 17th day of February, 2005.

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14 LEONARDO M. RAPADAS
15 United States Attorney
Districts of Guam and NMI

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17 BY: 

18 MIKEL W. SCHWAB
19 Assistant U.S. Attorney
Attorney for Defendant

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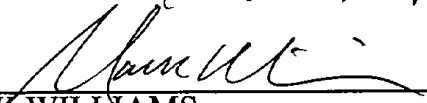
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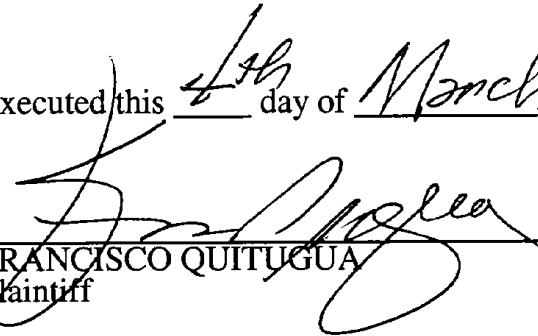
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Executed this 4 day of Mar 2005.



MARK WILLIAMS
Attorney for Plaintiff

Executed this 4th day of March 2005.



FRANCISCO QUITUGUA
Plaintiff